

CLINTON BROWN, Self-Represented
16821 Edgar Street
Pacific Palisades, CA 90272
clinton@atlasinc.solar
310-487-6453

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

CLINTON BROWN,
Plaintiff,

vs.

EMIL ASSENTATO, TAX DEED
ENTERPRISES LLC, STEVE WEERA
TONASUT TRUST
Defendant.

CASE NO. 2:22-cv-02972-MEMF-KS

Request for Judicial Notice

Judge: Honorable Maame Ewusi-

Mensah Frimpong

Chief Magistrate Judge: Karen L.
Stevenson

Action Filed: 04/20/2023

Action Due: 05/22/2023

REQUEST FOR JUDICIAL NOTICE

NOTICE TO THE COURT, the ink has not even dried, on the December 7, 2023, Order to Leave to Amend, ECF No. 38. Nor has the date the Plaintiff must file an Amended Complaint, without discovery, no less. *See* 15 U.S.C. § 78u-4(b)(3)(B) and (C). Yet, the Plaintiff's property, at the center of two cases before this Court, is in jeopardy of being taken, as alleged in the Complaint. *See* ECF No. 39 at 3-9.¹ Rule 66 and L.R. 66-1 provide that, upon good cause and declaration, the Court may appoint a temporary receiver. In all fairness and equity, the Plaintiff must be able to Amend his Complaint before his property interests are seized by the Defendants at

¹ Notice of Default and Election to Sell Under Deed of Trust, No. 20230884374, filed by Defendants on December 15, 2023, Los Angeles County Recorder's Office (Dec. 18, 2023). *See* F.R.E. 201(b)(2) and (c)(2)

the auction block, yet again. If the Court does not, *sua sponte*, take notice prior to the filing of the Amended Complaints, then a Rule 65 motion will be filed at that time. Thus, it is crucial for the Court and all parties involved in these cases to be immediately notified thereof. This notification ensures that all relevant legal considerations are adequately addressed, and the interests of all parties are protected before it's too late.

THEREFORE, this RSJ demonstrates good cause for the Court to notice it and act accordingly. *See* F.R.E. 201(d)

“I declare (or certify, verify, or state) under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.”

A handwritten signature in blue ink, appearing to read 'Clinton Brown', with a stylized, cursive flourish.

Clinton Brown

12/21/2023

P.O. Box 23159
San Diego, CA 92193-3159



IMPORTANT INFORMATION
ENCLOSED

(11) 969 0024 8660 5947 0

Mailed On: 12/18/2023 **Order Number:** 0002065-01
ClientID: Asset_De000723 FC **Reference Number:** 2023-01808

The Atlas LLC
A California Limited Liability Company
Attn: Clinton Brown, Managing Member
16821 Edgar Street
Pacific Palisades, Ca 90272



This page is part of your document - DO NOT DISCARD



20230884374



Pages:
0004

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

12/18/23 AT 08:00AM

FEES:	35.00
TAXES:	0.00
OTHER:	0.00
SB2:	75.00
PAID:	110.00



LEADSHEET



202312180110020

00024066803



014446801

SEQ:
01

SECURE - 8:00AM



THIS FORM IS NOT TO BE DUPLICATED



RECORDING REQUESTED BY:
WFG National-Default Services

WHEN RECORDED MAIL TO:
Asset Default Management, Inc.
7525 Topanga Canyon Blvd.
Canoga Park, California 91303

2405983CAD

TS No.: 2023-01808 Loan No.: RMF4027704

SPACE ABOVE THIS LINE FOR RECORDER'S USE
APN: 2064-005-011, 2064-005-015

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

NOTE: THERE IS A SUMMARY OF THE INFORMATION IN THIS DOCUMENT ATTACHED

注：本文件包含一个信息摘要

참고사항: 본 첨부 문서에 정보 요약서가 있습니다

NOTA: SE ADJUNTA UN RESUMEN DE LA INFORMACIÓN DE ESTE DOCUMENTO

TALA: MAYROONG BUOD NG IMPORMASYON SA DOKUMENTONG ITO NA NAKALAKIP

LƯU Ý: KÈM THEO ĐÂY LÀ BẢN TRÌNH BÀY TÓM LƯỢC VỀ THÔNG TIN TRONG TÀI LIỆU NÀY

IMPORTANT NOTICE

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS IT MAY BE SOLD WITHOUT ANY COURT ACTION,

and you may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until approximately 90 days from the date this notice of default may be recorded (which date of recordation appears on this notice).

This amount is \$268,027.17 as of 12/15/2023, and will increase until your account becomes current. While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the note and deed of trust or mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition of reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than three months after this notice of default is recorded) to, among other things, (1) provide additional time in which to cure the default by transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor. To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

TS No.: 2023-01808

Loan No.: RMF4027704

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

**The Tonasut Family Trust DTD 6/14/2004
C/O Asset Default Management, Inc.
7525 Topanga Canyon Blvd.
Canoga Park, California 91303
Phone: (818) 629-2272**

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale provided the sale is concluded prior to the conclusion of the foreclosure.

Remember, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.

NOTICE IS HEREBY GIVEN: That **Superior Loan Servicing** is either the original trustee, the duly appointed substituted trustee, or acting as agent for the trustee or beneficiary under a Deed of Trust dated **10/29/2020**, executed by **The Atlas LLC, A California Limited Liability Company**, as Trustor, to secure certain obligations in favor of **Steve Weera Tonasut, Trustee Of The Tonasut Family Trust Dated June 14, 2004**, as beneficiary, recorded **12/18/2020**, as Instrument No. **20201688735**, in Book , Page , of Official Records in the Office of the Recorder of **Los Angeles County, California** describing land therein as: As more fully described in said Deed of Trust

Including one **NOTE(S) FOR THE ORIGINAL** sum of **\$179,000.00**, that the beneficial interest under such Deed of Trust and the obligations secured thereby are presently held by the undersigned; that a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of:

The balance of principal and interest which became due on 12/1/2023, along with late charges, foreclosure fees and costs any legal fees or advances that have become due. A Loan Extension/Modification Agreement dated 02/28/2022. A second Loan Extension/Modification Agreement dated 02/27/2023.

That by reason thereof, the present beneficiary under such deed of trust, has executed and delivered to said duly appointed Trustee, a written Declaration of Default and Demand for same, and has deposited with said duly appointed Trustee, such deed of trust and all documents evidencing obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

Dated: 12/15/2023

**Superior Loan Servicing, by Asset Default Management, Inc., as
Agent for Trustee**

By: _____


Julie Taberdo, Sr. Trustee Sale Officer



Declaration of Mortgage Servicer Pursuant to
Civil Code §2923.5(b), §2923.55(c)

Borrower(s)/ Loan Number: RMF4027704 THE ATLAS LLC

Mortgage Servicer: Superior Loan Servicing

Property Address: APN 2064-005-001 APN-2064-005-015 Agoura Hills, CA 91301

T. S. No.

2023-01808

- ☒ 1. The mortgage servicer has contacted the borrower in person or by telephone pursuant to California Civil Code §2923.5(a)(2), §2923.55(b)(2) to "assess the borrower's financial situation and explore options for the borrower to avoid foreclosure". Thirty (30) days, or more, have passed since the initial contact was made.
- ☐ 2. No contact was required by the mortgage servicer because the individual(s) did not meet the definition of "borrower" pursuant to subdivision (c) of Section 2920.5.
- ☐ 3. The requirements of California Civil Code §2923.5, §2923.55 do not apply because the borrower, loan, or property does not meet the criteria in California Civil Code §2924.15 (a).
- ☐ 4. The requirements of California Civil Code §2923.5, §2923.55 do not apply because the loan is not occupied by a tenant that meets the conditions described in California Civil Code §2924.15 et seq.
- ☐ 5. Pursuant to California Civil Code §273.10 the mortgage servicer declares it has denied a forbearance request, during the effective time period of 10-1-2021 and 12-1-2023. A copy of written denial notice(s) is attached. A forbearance was ☐ was not ☐ subsequently provided.

I certify that this declaration is accurate, complete and supported by competent and reliable evidence which the mortgage servicer has reviewed to substantiate the borrower's default and the right to foreclose, including the borrower's loan status and loan information.

By: Tracy Ross
Tracy Ross

, Authorized Signor for Mortgage Servicer

December 15, 2023

Date

Asset Default Management, Inc.
7525 Topanga Canyon Blvd.
Canoga Park, California 91303
(818) 629-2272

Date: 12/18/2023

T.S. Number: 2023-01808

Loan Number: RMF4027704

DEBT VALIDATION NOTICE

1. The enclosed document relates to a debt owed to:
The Tonasut Family Trust DTD 6/14/2004
2. You may send us a written request for the name and address of the original creditor, if different from the current creditor, and we will obtain and mail the information within thirty (30) days after we receive your written request.
3. As of **12/15/2023** the total delinquency owed was **\$268,027.17**, because of interest, late charges, and other charges that may vary from day to day this amount will increase until the delinquency has been fully paid. Before forwarding payment please contact the above at the address or phone number listed in order to receive the current amount owed.
4. As of **12/18/2023**, the amount required to pay the entire debt in full was the unpaid principal balance of **\$230,028.18**, plus interest from **11/1/2023**, late charges, negative escrow and attorney and/or trustee's fees and costs that may have been incurred. The amount will increase daily until the debt has been paid in full. For further information please write to the above listed address or call **(818) 629-2272**
5. You may dispute the validity of this debt, or any portion thereof, by contacting our office within thirty (30) days after receiving this notice. In that event, we will obtain and mail to you written verification of the debt. Otherwise, we will assume that the debt is valid.

**WE ARE ATTEMPTING TO COLLECT A DEBT, AND ANY INFORMATION
WE OBTAIN WILL BE USED FOR THAT PURPOSE.**

"The state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements of call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1/877/FTC-HELP or www.ftc.gov."



Summary of Notice of Default

NOTICE OF DEFAULT
SUMMARY OF KEY INFORMATION

The attached notice of default was sent to The Atlas LLC, A California Limited Liability Company, in relation to 000 Vacant Land APN: 2064-005-011 & 2064-005-015, Agoura Hills, California 91301.

This property may be sold to satisfy your obligation and any other obligation secured by the deed of trust or mortgage that is in default. The Atlas LLC, A California Limited Liability Company has, as described in the notice of default, breached the mortgage or deed of trust on the property described above.

IMPORTANT NOTICE: IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION, and you may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until approximately 90 days from the date the attached notice of default may be recorded (which date of recordation appears on the notice).

This amount is \$268,027.17 as of 12/15/2023 and will increase until your account becomes current.

While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the note and deed of trust or mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition to reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than three months after this notice of default is recorded) to, among other things, (1) provide additional time in which to cure the default by transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor.

To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

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If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan.

Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure.

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If you would like additional copies of this summary, you may obtain them by calling (818) 629-2272.

